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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

IN RE CATHODE RAY TUBE (CRT)	)	MDL NO. 1917
ANTITRUST LITIGATION)	
_____	)	Case No. 07-cv-5944-JST
)	
This Document Relates to:	)	DECLARATION OF GERARD A.
	)	DEVER IN SUPPORT OF INDIRECT
Indirect Purchaser Class Action	)	PURCHASER PLAINTIFFS' RESPONSE
	)	TO IRICO DEFENDANTS' MOTION IN
	)	LIMINE NO. 3
)	
	)	Hearing Date: December 15, 2023
	)	Time: 2:00 p.m.
	)	Courtroom: 6, 2nd Floor
)	
_____	)	The Honorable Jon S. Tigar

1 I, Gerard A. Dever, hereby declare and state as follows:

2 1. I am a member of the law firm Fine, Kaplan and Black, R.P.C., counsel for the
3 Indirect Purchaser Plaintiffs (“Plaintiffs”) in the above-captioned action currently pending in the
4 U.S. District Court for the Northern District of California. I am a member in good standing of the
5 bar of the Commonwealth of Pennsylvania, and I am admitted *pro hac vice* to practice before
6 this Court. I submit this Declaration in support of Plaintiffs’ Response to Irico Defendants’
7 Motion *in Limine* No. 3: to preclude Plaintiffs from referring to foreign shipments invoiced to
8 Irico (USA) Inc.

9 2. Attached hereto as Exhibit 1 is a true and correct copy of Irico Defendants’
10 Supplemental Objections and Responses to Indirect Purchaser Plaintiffs’ Second Set of
11 Interrogatories, No. 4, dated November 2, 2018.

12 3. Attached hereto as Exhibit 2 is a true and correct copy of a translation of a
13 document produced in this litigation bearing Bates stamp IRI-CRT-00003498-99E. It was
14 marked as deposition exhibit 8393.

15 4. Attached hereto as Exhibit 3 is a true and correct copy of a file produced in this
16 litigation bearing Bates stamps IRI-CRT-00003546 and its English translation. It was marked as
17 deposition exhibit 8413.

18 5. Attached hereto as Exhibit 4 is a true and correct copy of a file produced in this
19 litigation bearing Bates stamp IRI-CRT-00003578-79 and its English translation. It was marked
20 as deposition exhibit 8408.

21 6. Attached hereto as Exhibit 5 is a true and correct copy of a file produced in this
22 litigation bearing Bates stamp IRI-CRT-00003576-77E. It was marked as deposition exhibit
23 8407.

24 7. Attached hereto as Exhibit 6 is a true and correct copy of a file produced in this
25 litigation bearing Bates stamp IRI-CRT-00003574 and its English translation.

26 I declare under penalty of perjury under the laws of the United States that the foregoing is
27 true and correct.

Executed on September 1, 2023, in Philadelphia, Pennsylvania.

Dated: September 1, 2023

By: /s/ Gerard A. Dever

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EXHIBIT 1

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10 *Attorneys for Defendants*
11 *IRICO GROUP CORP. and*
12 *IRICO DISPLAY DEVICES CO., LTD.*

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN FRANCISCO DIVISION**

17 IN RE: CATHODE RAY TUBE (CRT)
18 ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-JST
(N.D. Cal.)

MDL No. 1917

19 _____
20 This Document Relates to:
21 ALL INDIRECT PURCHASER ACTIONS
22 _____

**IRICO DEFENDANTS'
SUPPLEMENTAL OBJECTIONS AND
RESPONSES TO INDIRECT
PURCHASER PLAINTIFFS' SECOND
SET OF INTERROGATORIES**

23 PROPOUNDING PARTY: Indirect Purchaser Plaintiffs
24 RESPONDING PARTIES: Irico Group Corporation
25 Irico Display Devices Co., Ltd.
26 SET NUMBER: Two
27
28

Pursuant to Federal Rules of Civil Procedure 26 and 33, Irico Group Corporation and Irico Display Devices Co, Ltd. (collectively, “Irico” or “Irico Defendants”) hereby supplement their responses to the Indirect Purchaser Plaintiffs’ (“Plaintiff”) Second Set of Interrogatories (“Interrogatories”). Irico reserves the right to amend or supplement these Objections and Responses (the “Responses”) to the extent allowed by the Federal Rules of Civil Procedure and the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (“Local Rules”). Subject to and without waiving any of Irico’s General and Specific Objections as set forth below, Irico is willing to meet and confer with Plaintiff regarding such General and Specific Objections.

The following Responses are made only for purposes of this case. The Responses are subject to all objections as to relevance, materiality and admissibility, and to any and all objections on any ground that would require exclusion of any response if it were introduced in court. All evidentiary objections and grounds are expressly reserved.

These Responses are subject to the provisions of the Stipulated Protective Order that the Court issued on June 18, 2008 (“Protective Order”). Irico’s Responses are hereby designated “Confidential” in accordance with the provisions of the Protective Order.

GENERAL OBJECTIONS

Irico makes the following General Objections to Plaintiff’s Interrogatories:

1. Irico’s Responses are based upon information available to and located by Irico as of the date of service of these Responses. In responding to Plaintiff’s Interrogatories, Irico states that it has conducted, or will conduct, a diligent search, reasonable in scope, of those files and records in its possession, custody, or control believed to likely contain information responsive to Plaintiff’s Interrogatories.

2. No express, incidental, or implied admissions are intended by these Responses and should not be read or construed as such.

3. Irico does not intend, and its Responses should not be construed as, an agreement or acquiescence with any characterization of fact, assumption, or conclusion of law contained in

1 or implied by the Interrogatories.

2 4. To the extent that Irico responds to Plaintiff's Interrogatories by stating that Irico
3 will produce or make available for examination responsive information or documents, Irico does
4 not represent that any such information or documents exist. Irico will make a good faith and
5 reasonable attempt to ascertain whether information responsive to Plaintiff's Interrogatories exists
6 and is properly producible, and will produce or make available for examination non-privileged
7 responsive materials to the extent any are located during the course of a reasonable search.

8 5. Irico objects to Plaintiff's Interrogatories to the extent that they are overly broad,
9 unduly burdensome, oppressive, and duplicative to the extent that they seek information or
10 documents that are already in the possession, custody, or control of Plaintiff.

11 6. Irico objects to Plaintiff's Interrogatories to the extent that they seek to impose
12 obligations on Irico beyond those of the Federal Rules of Civil Procedure, the Local Rules, or any
13 Order of this Court.

14 7. Irico objects to Plaintiff's Interrogatories to the extent they seek information that is
15 not relevant to jurisdictional issues or disproportionate to the needs of the case in resolving such
16 jurisdictional issues.

17 8. Irico objects to Plaintiff's Interrogatories to the extent that they are vague,
18 ambiguous, or susceptible to more than one interpretation. Irico shall attempt to construe such
19 vague or ambiguous Interrogatories so as to provide for the production of responsive information
20 that is proportionate to the needs of the case. If Plaintiff subsequently asserts an interpretation of
21 any Interrogatory that differs from Irico's understanding, Irico reserves the right to supplement or
22 amend its Responses.

23 9. Irico objects to Plaintiff's Interrogatories to the extent that they contain terms that
24 are insufficiently or imprecisely defined. Irico shall attempt to construe such vague or ambiguous
25 Interrogatories so as to provide for the production of responsive information that is proportionate
26 to the needs of the case.

27 10. Irico objects to Plaintiff's Interrogatories to the extent that they seek information

1 that is protected from disclosure by the attorney-client privilege, work product doctrine, joint
2 defense or common interest privilege, self-evaluative privilege, or any other applicable privilege
3 or immunity. Irico will provide only information that it believes to be non-privileged and
4 otherwise properly discoverable. None of Irico's responses is intended nor should be construed as
5 a waiver of any such privilege or immunity. The inadvertent or mistaken provision of any
6 information or responsive documents subject to any such doctrine, privilege, protection or
7 immunity from production shall not constitute a general, inadvertent, implicit, subject-matter,
8 separate, independent or other waiver of such doctrine, privilege, protection or immunity from
9 production.

10 11. Irico objects to Plaintiff's Interrogatories to the extent that they call for
11 information that is not in the possession, custody, or control of Irico. Irico also objects to the
12 extent that any of Plaintiff's Interrogatories seek information from non-parties or third parties,
13 including but not limited to any of Irico's subsidiary or affiliated companies.

14 12. Irico objects to Plaintiff's Interrogatories to the extent that responding would
15 require Irico to violate the privacy and/or confidentiality of a third party or confidentiality
16 agreement with a third party.

17 13. Irico objects to Plaintiff's Interrogatories to the extent that they seek information
18 that is publicly available, already in Plaintiffs' possession, custody, or control, or more readily
19 available from other sources.

20 14. Irico objects to Plaintiff's Interrogatories to the extent that they seek information
21 or documents concerning transactions outside the United States. Such Interrogatories are unduly
22 burdensome and irrelevant because they do not relate to actions by Irico in or causing a direct
23 effect in the United States. Such Interrogatories are also unduly burdensome and irrelevant to this
24 pending action as Plaintiffs' class definition is confined to "individuals and entities that indirectly
25 purchased Cathode Ray Tube Products . . . in the United States" (see Indirect Purchaser Plaintiffs'
26 Fourth Consolidated Amended Complaint).

27 15. Irico objects to Plaintiff's Interrogatories to the extent that compliance would
28

1 require Irico to violate the laws, regulations, procedures, or orders of a judicial or regulatory body
2 of foreign jurisdictions.

3 16. Irico's responses, whether now or in the future, pursuant to Plaintiff's
4 Interrogatories should not be construed as either (i) a waiver of any of Irico's general or specific
5 objections or (ii) an admission that such information or documents are either relevant or
6 admissible as evidence.

7 17. Irico objects to Plaintiff's Interrogatories to the extent that compliance would
8 require Irico to seek information stored on backup or archived databases or other systems that are
9 not readily accessible or otherwise no longer active.

10 18. Irico objects to Plaintiff's Interrogatories to the extent that they are compound
11 and/or contain discrete subparts in violation of Federal Rule of Civil Procedure 33(a)(1).

12 19. Irico objects to Plaintiff's Interrogatories to the extent that they state and/or call for
13 legal conclusions.

14 20. Irico objects to the Interrogatories to the extent that they contain express or
15 implied assumptions of fact or law with respect to the matters at issue in this case.

16 21. Irico objects that Plaintiff's Interrogatories are irrelevant and premature because
17 the Court has not set a schedule for jurisdictional discovery or briefing that applies to Plaintiff.

18 22. Irico reserves the right to assert additional General and Specific Objections as
19 appropriate to supplement these Responses.

20 These General Objections apply to each Interrogatory as though restated in full in the
21 responses thereto. The failure to mention any of the foregoing General Objections in the specific
22 responses set forth below shall not be deemed as a waiver of such objections or limitations.

23 **GENERAL OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

24 1. Irico objects to the definitions of "You" and "Your" to the extent that Plaintiff
25 defines those terms to include the Irico's "present and former members, officer, agents,
26 employees, and all other persons acting or purporting to act on their behalf." This definition is
27 legally incorrect, overbroad, unduly burdensome, vague, and ambiguous. Irico also objects to the

1 inclusion of “all present and former directors, officers, Employees, agents, representatives or any
 2 Persons acting or purporting to act on behalf of” Irico within this definition to the extent it
 3 purports to encompass information that is protected by attorney-client privilege, work product
 4 protection or any other applicable doctrine, privilege, protection or immunity or otherwise calls
 5 for a legal conclusion.

6 2. Irico objects to the definition of “Affiliate” as overbroad, unduly burdensome,
 7 vague, and ambiguous. Irico further objects to the definition because it includes entities that are
 8 not, or were not during the relevant time period, affiliates of Irico.

9 3. Irico objects to the definitions of “CRT” and “CRT Products” (Definitions No. 6
 10 and 7) on the grounds that they are vague, ambiguous and overly broad. Irico further objects to
 11 the use of the term “CRT Products” to the extent that it is inconsistent with the definition of
 12 “CRT Products” as set forth in Plaintiff’s pleadings.

13 4. Irico objects to the Instructions to the extent they purport to impose burdens or
 14 obligations broader than, inconsistent with, or not authorized under the Federal Rules of Civil
 15 Procedure or other applicable rule or Order of this Court.

16 **SPECIFIC RESPONSES TO INTERROGATORIES**

17 **INTERROGATORY NO. 1**

18 State by year how many Irico CRTs and/or CRT Products (in both number of units and
 19 revenue in U.S. dollars) You or Your Affiliates: (a) billed to and shipped to the United States,
 20 (b) billed to an address in the United States, but shipped to a location outside of the United States;
 21 (c) shipped to an address in the United States, but billed to a location outside of the United States,
 22 and (d) shipped and billed to a location outside of the United States.

23 **RESPONSE TO INTERROGATORY NO. 1**

24 Irico reasserts and incorporates each of the General Objections and Objections to the
 25 Definitions and Instructions set forth above. Irico also objects that this interrogatory is
 26 overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving
 27 jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the
 28

1 scope of what is relevant to resolving jurisdictional issues.

2 Subject to and without waiving the objections stated above, Irco responds that its
3 investigation regarding this interrogatory is ongoing and it intends to supplement this response.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1**

5 Irco objects to the characterization of CNEIECC as an affiliate of Irco during the
6 relevant time period. CNEIECC was an independent entity during this period, but Irco provides
7 this information where available. Subject to and without waiving the objections stated above,
8 Irco responds as follows:

9 **Irco and Affiliates**

10 Between 1995 and 2007, neither Irco nor its affiliates shipped or billed any Irco CRTs
11 and/or CRT Products to an address in the United States.

12 In 1995, Irco and its affiliates shipped and billed 5,646,188 CRTs to a location outside of
13 the United States. In 1996, Irco and its affiliates shipped and billed 5,901,003 CRTs to a location
14 outside of the United States. In 1997, Irco and its affiliates shipped and billed 5,505,890 CRTs
15 to a location outside of the United States. In 1998, Irco and its affiliates shipped and billed
16 7,600,915 CRTs to a location outside of the United States. In 1999, Irco and its affiliates shipped
17 and billed 8,313,689 CRTs to a location outside of the United States. In 2000, Irco and its
18 affiliates shipped and billed 8,224,450 CRTs to a location outside of the United States. In 2001,
19 Irco and its affiliates shipped and billed 7,719,123 CRTs to a location outside of the United
20 States. In 2002, Irco and its affiliates shipped and billed 9,568,256 CRTs to a location outside of
21 the United States. In 2003, Irco and its affiliates shipped and billed 11,602,780 CRTs to a
22 location outside of the United States. In 2004, Irco and its affiliates shipped and billed
23 13,512,246 CRTs to a location outside of the United States. In 2005, Irco and its affiliates
24 shipped and billed 13,497,899 CRTs to a location outside of the United States. In 2006, Irco and
25 its affiliates shipped and billed 14,888,294 CRTs to a location outside of the United States. In
26 2007, Irco and its affiliates shipped and billed 15,250,376 CRTs to a location outside of the
27 United States.

CNEIECC

(a) CNEIECC billed to and shipped CRTs and/or CRT Products to the United States in three years during the relevant period.

- In 1997, CNEIECC billed and shipped three CRTs to the United States.
- In 1998, CNEIECC billed and shipped 35 CRTs to the United States.
- In 2002, CNEIECC billed and shipped 2018 CRTs to the United States.

(b) CNEIECC billed CRTs and/or CRT Products to an address in the United States, but shipped to a location outside of the United States in two years during the relevant period:

- In 1995, CNEIECC billed 2,520 CRTs to the United States, but shipped to a location outside of the United States.
- In 1999, CNEIECC billed 20,664 CRTs to the United States, but shipped to a location outside of the United States.

(c) CNEIECC CRTs and/or CRT Products shipped to an address in the United States, but billed to a location outside of the United States, and

- In 1996, CNEIECC shipped 2016 CRTs to the United States, but billed to a location outside of the United States.

Irigo further responds that its investigation regarding (1) the units shipped and billed to a location outside of the United States by CNEIECC during the relevant period; and (2) the revenue attendant to the above listed sales remains ongoing and it intends to supplement this response.

INTERROGATORY NO. 2

State by year how many Irigo CRTs (in both number of units and revenue in U.S. dollars) You or Your Affiliates shipped to and/or billed to an original equipment manufacturer (OEM), electronic manufacturing service (EMS), original design manufacturer (ODM), or system integrator (SI) which You believed or had reason to believe would be incorporated into CRT Products to be sold in the United States.

RESPONSE TO INTERROGATORY NO. 2

Irigo reasserts and incorporates each of the General Objections and Objections to the Definitions and Instructions set forth above. Irigo also objects that this interrogatory is overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving

jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the scope of what is relevant to resolving jurisdictional issues. Irico further objects that the phrase “or had reason to believe” renders this interrogatory vague and ambiguous.

Subject to and without waiving the objections stated above, Irico responds that its investigation regarding this interrogatory is ongoing and it intends to supplement this response.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2

Subject to and without waiving the objections stated above, Irico responds that neither Irico nor its affiliates shipped CRTs to and/or billed to an original equipment manufacturer (OEM), electronic manufacturing service (EMS), original design manufacturer (ODM), or system integrator (SI) which it believed or had reason to believe would be incorporated into CRT Products to be sold in the United States.

INTERROGATORY NO. 3

State by year and by size and type how many Irico CRTs and/or CRT Products (in both number of units and revenue in U.S. dollars) were sold by You or Your Affiliates to the following entities:

- (1) Sichuan Changhong Electric Co., Ltd.;
- (2) Konka Group Co. Ltd.;
- (3) TCL Corporation;
- (4) Skyworth Group Co., Ltd.;
- (5) Hisense Electric Co. Ltd. Qingdao, China;
- (6) Haier Electrical Appliances Co., Ltd.;
- (7) Xiamen Overseas Chinese Electronic Co., Ltd.;
- (8) Soyea Technology Co., Ltd.;
- (9) Yisheng Technology Co., Ltd.;
- (10) LG Electronics (Shenyang) Inc.;
- (11) Hangzhou Jinlipu Electrical Co., Ltd.;
- (12) Shenzhen Techtop Industrial Co., Ltd

1 (13) Suntrue International

2 (14) Starlight Marketing Macao Commercial Offshore, Ltd.; and

3 (15) Hangzhou Huashan Electric Co., Ltd

4 **RESPONSE TO INTERROGATORY NO. 3**

5 Irico reasserts and incorporates each of the General Objections and Objections to the
6 Definitions and Instructions set forth above. Irico also objects that this interrogatory is
7 overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving
8 jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the
9 scope of what is relevant to resolving jurisdictional issues.

10 Subject to and without waiving the objections stated above, Irico responds that its
11 investigation regarding this interrogatory is ongoing and it intends to supplement this response.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

13 Subject to and without waiving the objections stated above, Irico provides the information
14 in Attachment 1. Irico further responds that its investigation regarding this interrogatory is
15 ongoing and it intends to supplement this response.

16 **INTERROGATORY NO. 4**

17 Describe the corporate and/or business relationship between You and Irico (USA) Inc.,
18 Including (i) any ownership interest You or any of Your Affiliates held in Irico (USA) Inc.; (ii)
19 the organizational and ownership structure of Irico (USA) Inc.; (iii) the purpose(s) and scope of
20 business of Irico (USA); and (iv) any activities conducted by Irico (USA) Inc. relating to the
21 manufacture, marketing, sale or distribution of CRTs or CRT Products.

22 **RESPONSE TO INTERROGATORY NO. 4**

23 Irico reasserts and incorporates each of the General Objections and Objections to the
24 Definitions and Instructions set forth above. Irico also objects that this interrogatory is
25 overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving
26 jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the
27 scope of what is relevant to resolving jurisdictional issues.

1 Subject to and without waiving the objections stated above, Irico responds that its
2 investigation regarding this interrogatory is ongoing and it intends to supplement this response.

3 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4**

4 **(a) Ownership and ownership structure of Irico (USA) Inc.**

5 Irico USA Inc. (“Irico USA”) was a joint venture company established by capital
6 contributions from Irico Group, CNEIECC, and American citizens Huang Xueli and Huang
7 Maike. Irico USA was incorporated in Fremont, California on July 5, 1995. At the time Irico
8 USA was established, Irico and CNEIECC respectively held 45.7% and 34.3% shares in the
9 company.

10 On February 26, 1998, Huang Xueli and Huang Maike divested from Irico USA and sold
11 its shares Irico. In 1999, CNEIECC also sold its shares to Irico, leaving Irico as the sole
12 shareholder. At this point, Irico USA was run entirely by Irico’s representative, General Manger
13 Liu Feng.

14 On April 10, 2001, Liu Feng sold Irico USA to another California company, called INB
15 Co., for \$1,000,000. This sale was not authorized by Irico. At the time of the transaction, Liu
16 Feng was listed as the operator of INB Co. Then, on May 7, 2001, shortly after the transfer, Sun
17 Xiaolin replaced Liu Feng as the registered operator of INB Co. On February 3, 2003, Irico USA
18 was dissolved.

19 **(b) Purpose and scope of business of Irico USA**

20 According to the Shaanxi Province People’s Government decree establishing Irico USA,
21 the purpose of establishing Irico USA was to expand provincial exports of electromechanical
22 products to North America and to develop trade, investment, and cooperation between China and
23 the United States. IRI-CRT-00003498.

24 **(c) Activities conducted by Irico (USA) Inc. relating to the manufacture,**
25 **marketing, sale or distribution of CRTs or CRT Products.**

26 Irico has not recovered any evidence that Irico USA ever manufactured, marketed, sold or
27 distributed any CRTs or CRT Products in the United States. In 2001, after Liu Feng improperly
28

1 sold Irico's shares of Irico USA, Irico conducted an audit. The resulting audit report revealed that
 2 the only records kept of Irico USA's activities between 1995 and 2001 were (1) check stubs and
 3 partial bank statements dating from between 1998 and 2001; and (2) the contract transferring
 4 Irico USA to INB Co. The detailing of that evidence did not indicate that Irico USA ever
 5 manufactured, marketed, sold or distributed any CRTs or CRT Products in the United States.

7 Dated: November 2, 2018

BAKER BOTTS LLP

9 /s/ Stuart C. Plunkett

Stuart C. Plunkett

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Attorneys for Defendants

IRICO GROUP CORP. and

IRICO DISPLAY DEVICES CO., LTD.

CERTIFICATE OF SERVICE

In re: Cathode Ray Tube (CRT) Antitrust Litigation - MDL No. 1917

I declare that I am employed in the County of San Francisco, California. I am over the age of eighteen years and not a party to the within case; my business address is: Baker Botts LLP, 101 California Street, Suite 3600, San Francisco, CA 94111.

On November 2, 2018, I served the following document(s) described as:

**IRICO DEFENDANTS' SUPPLEMENTAL OBJECTIONS AND RESPONSES
TO INDIRECT PURCHASER PLAINTIFFS'
SECOND SET OF INTERROGATORIES**

on the following interested parties in this action:

Guido Saveri (guido@saveri.com)
R. Alexander Saveri (rick@saveri.com)
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San Francisco, CA 94123

*Lead Counsel for the Direct Purchaser
Plaintiffs*

*Lead Counsel for the Indirect Purchaser
Plaintiffs*

☒ (BY ELECTRONIC MAIL) I caused such documents to be sent to the persons at the email addressed listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 2, 2018 in San Francisco, California.

/s/ Reilly Stoler

Reilly Stoler

ATTACHMENT 1

Irigo Group CRT Sales – 1995-2004

Irigo Group CRT Sales to Sichuan Changhong Electric Co., Ltd.									
	14"	18"	21"	14" (.28 Tube)	14" (.31 Tube)	15" Pure Flat	15" Pure Flat	21" Pure Flat	
1995									
1996	20,162	190,400	685,731		1,008				
1997			1,556,376						
1998			985,307						
1999	168		365,860						
2000	58,590		110,000						
2001	247,932								
2002	630,206								
2003	270,968					47,640	72,744	85,280	
2004	291,784						33,264	90,440	
Irigo Electronics CRT Sales to Sichuan Changhong Electric Co., Ltd.									
	14"	18"	21"	14" (.28 Tube)	14" (.31 Tube)	15" Pure Flat	15" Pure Flat	21" Pure Flat	
1995	30,241	376,050	699,411						
1996		16,000	55,269	2					
1997- 2004									

Irico Group CRT Sales to Konka Group Co. Ltd									
	14"	18"	21"	21" PF Pure Flat	15" Pure Flat	21" Pure Flat			
1995									
1996	17,536	23,148	90,323						
1997	20,120		231,140						
1998	9,072		256,567						
1999	257,472		639,539						
2000	314,565		140,000						
2001	91,191								
2002	170,640								
2003	133,298			4,232	3,024	105,000			
2004	97,920				35,384	150,000			

Irico Electronics CRT Sales to Konka Group Co. Ltd									
	14"	18"	21"	14" (.28 Tube)	14" (.31 Tube)	15" Pure Flat	15" Pure Flat	21" Pure Flat	
1995	48,386	17,010	31,400						
1996	4,032	5,000	15,856						
1997- 2004									

Irico Group CRT Sales to TCL Corporation									
	14"	21"	15"	21" PF Pure Flat	15" Pure Flat	21" Pure Flat			
1995									
1996									
1997	31,392	57,610							
1998	3,024	51,098							
1999	16,464	608,119							
2000	252	199,670							
2001									
2002	46,552		11,260						
2003	17,136			119,592		216,639			
2004	74,352	5,080			840	392,200			

Irico Group CRT Sales to Skyworth Group Co., Ltd.									
	14"	18"	21"	15"	21" Pure Flat	21" Flat TV			
1995									
1996									
1997	3,024		10,120						
1998	7,140								
1999	924		70,256	6					
2000	12,096								
2001	24,864								
2002	18,144								
2003	10,992		10,000		41,480	171,480			
2004	38,352	200				313,680			
Irico Electronics CRT Sales to Skyworth Group Co., Ltd.									
	14"	18"	21"	15"	21" Pure	21" Flat TV			
1995	12,600								
1996									
1997-2004									

Irico Group CRT Sales to Hisense Electric Co. Ltd.									
	14"	18"	21"	21" CRT 700 Line	14" B Tube	21"PF Pure Flat	15" Pure Flat	21" Pure Flat	
1995									
1996	5,548	16,200	87,820						
1997	4,200	8,401	171,161	3					
1998	36		238,931						
1999	4,200	2,000	285,617		9,996				
2000	31,284		120,960						
2001	2,035	10,000							
2002	32,112	8,020							
2003	108,796					17,258	2	50,480	
2004	119,453		12,600				792	108,184	
Irico Electronics CRT Sales to Hisense Electric Co. Ltd.									
	14"	18"	21"	21" CRT 700 Line	14" B Tube	21" PF Pure Flat	15" Pure Flat	21" Pure Flat	
1995	2,185	37,470	42,180						
1996		100	3,041						
1997- 2004									

Irico Group CRT Sales to Haier Electrical Appliances Co., Ltd.									
	14"	21"	21" B Tube	15" PF Pure Flat	15" Pure Flat	21" Pure Flat			
1995									
1996									
1997									
1998	2,214	9,000							
1999	1,044	43,904	4,654						
2000	34,814	8,164							
2001	86,573								
2002	273,204			452					
2003	55,426				1,248	62,848			
2004	145,754	216			26,450	86,240			

Irico Group CRT Sales to Xiamen Overseas Chinese Electronic Co., Ltd.										
	14"	14" 0.28 Tube	21"	.39 Tube	15"	15" Monitor	15PF 15" Pure Flat	21PF 21" Pure Flat	15" Pure Flat	21" Pure Flat
1995										
1996										
1997			82,929							
1998	9,072		66,200							
1999	76,832		110,560							
2000	20,496		15,120		24,276	17,136			17,136	
2001	4,368				5,040					
2002	122,112									
2003	52,164						4,048	16		17,160
2004	5,952								2,352	61,193

Irico Electronics CRT Sales to Xiamen Overseas Chinese Electronic Co., Ltd.										
	14"	18"	21"	14" High Definition	14" Medium Definition					
1995	43,347		34,002	1,010	4,538					
1996										
1997- 2004										

Irico Group CRT Sales to Soyea Technology Co., Ltd.									
	14"	21"	21" Pure Flat	21"PF Pure Flat					
1995									
1996									
1997									
1998									
1999		41,200							
2000									
2001	72								
2002	32,040								
2003	12,984		5,824	2,884					
2004	8,804		1,123						

Irico Group CRT Sales to LG Electronics (Shenyang) Inc.									
	15"								
1995									
1996									
1997									
1998									
1999									
2000	27,288								
2001	115,409								
2002	120								
2003									
2004									

Irico Group CRT Sales to Hangzhou Jinlipu Electrical Co., Ltd.									
	14"	21"	14" B Tube	15"	15" CD Electronic Gun				
1995									
1996									
1997									
1998					38				
1999	5,040	4,480	2,352						
2000									
2001				1,008					
2002									
2003			2,688						
2004									

Irigo Display CRT Sales – 2004-2007

Irigo Display CRT Sales to Sichuan Changhong Electric Co., Ltd.		
Year	Type	Quantity
2004	21" Flat	652520
2004	25" Flat	161136
2004	25" Pure Flat	101032
2004	29" High Definition	4832
2004	29" Detail Spacer	2048
2005	21" Flat	519481
2005	25" Flat	180859
2005	25" Pure Flat	94041
2006	21" Flat	959270
2006	25" Flat	298702
2006	25" Pure Flat	179830
2007	21" Flat	377368
2007	21" PF Pure Flat	9696
2007	25" Flat	132698
2007	25" Pure Flat	81784
2007	29" Pure Flat	78643

Irico Display CRT Sales to Konka Group Co. Ltd.		
Year	Type	Quantity
2004	21" Flat	519592
2004	21" Thick Tube	232
2004	25" Pure Flat	262000
2004	25" Flat	272480
2004	29" Pure Flat	15668
2005	21" Flat	247818
2005	25" Pure Flat	107480
2005	25" Flat	176292
2006	21" Flat	543148
2006	25" Pure Flat	302044
2006	25" Flat	198801
2006	29" Pure Flat	112
2007	21" Flat	583457
2007	25" Pure Flat	158896
2007	25" Flat	166546
2007	29" Pure Flat	71344

Irico Display CRT Sales to TCL Corporation		
Year	Type	Quantity
2004	21" Flat	1063013
2004	25" Pure Flat	291275
2004	25" Flat	185376
2004	29" High Definition Tube	22336
2005	25"PF Pure Flat	5751
2005	21" Flat	234282
2005	25" Pure Flat	269126
2005	25" Flat	85412
2005	29" Pure Flat	1920
2005	29" High Definition Tube	13696
2006	21" Flat	19200
2006	25" Pure Flat	33816
2006	25" PF Pure Flat	4752
2006	25" PF Pure Flat	15672
2006	25" FS	1152
2006	21" FS	1056
2006	21" Flat	504836
2006	25" Pure Flat	202672
2006	25" Flat	19324
2007	21" Pure Flat	129024
2007	25" Pure Flat	12096
2007	21" Flat	709072
2007	25" Pure Flat	304272
2007	25" Flat	40250
2007	29" Pure Flat	72048

Irico Display CRT Sales to Skyworth Group Co., Ltd.		
Year	Type	Quantity
2005	21" Flat	5632
2005	25" Pure Flat	2000
2005	25" Flat	20000
2006	21" Flat	60960
2006	25" Pure Flat	37040
2006	25" Flat	150560
2007	21" Flat	169776
2007	25" Pure Flat	3120
2007	25" Flat	45240

Irico Display CRT Sales to Hisense Electric Co. Ltd.		
Year	Type	Quantity
2004	21" Flat	571976
2004	25" Flat	294167
2004	25" Pure Flat	22856
2004	29" Pure Flat	1320
2005	21" Flat	331132
2005	25" Flat	236906
2005	25" Pure Flat	54954
2005	29" Pure Flat	328
2006	21"	40822
2006	21" Flat	464273
2006	25" Flat	294454
2006	25" Pure Flat	19560
2007	21" PF Pure Flat	1600
2007	21" Flat	368714
2007	25" Flat	83267
2007	25" Pure Flat	14298
2007	29" Pure Flat	19438

Irico Display CRT Sales to Haier Electrical Appliances Co., Ltd.		
Year	Type	Quantity
2004	21" Flat	140108
2004	25" Pure Flat	135280
2004	25" Flat	112031
2004	29"	1600
2005	21" Flat	30200
2005	25" Pure Flat	45375
2005	25" Flat	117851
2005	29"	848
2006	25" Flat	12696
2007	21" Flat	100224
2007	25" Flat	24616

Irico Display CRT Sales to Xiamen Overseas Chinese Electronic Co., Ltd.		
Year	Type	Quantity
2004	21" Flat	125840
2004	25" Flat	77728
2004	25" Pure Flat	8672
2005	21" Flat	90775
2005	25" Flat	63136
2005	25" Pure Flat	30760
2006	21" Flat	206640
2006	25" Flat	207256
2006	25" Pure Flat	41900
2007	21" Flat	816
2007	25" Flat	25920
2007	25" Pure Flat	10400

Irico Display CRT Sales to Soyea Technology Co., Ltd.		
Year	Type	Quantity
2004	21" Flat	70504
2004	25" Flat	2400
2004	25" Pure Flat	17620
2004	29"	64
2005	21" Flat	13720
2005	25" Flat	2840
2005	25" Pure Flat	15866
2006	21" Flat	57344
2006	25" Flat	31504
2006	25" Pure Flat	26800
2007	21" Flat	8544
2007	25" Flat	3000
2007	25" Pure Flat	104
2007	29"	1104

Irico Display CRT Sales to Yisheng Technology Co., Ltd.		
Year	Type	Quantity
2005	21" Flat	17912
2005	25" Flat	10360
2005	25" Pure Flat	2489
2005	29" Pure Flat	1216
2006	21" Flat	37770
2006	25" Flat	23759
2006	25" Pure Flat	19665
2006	29" Pure Flat	384
2007	21" Flat	158124
2007	25" Flat	10916
2007	25" Pure Flat	3125
2007	29" Pure Flat	1920

Irico Display CRT Sales to LG Electronics (Shenyang) Inc.		
Year	Type	Quantity
2007	21" FS	253
2007	29" Pure Flat	117
2007	14"	9600

Irico Display CRT Sales to Hangzhou Jinlipu Electrical Co., Ltd.		
Year	Type	Quantity
2004	21" Flat	4160
2004	25" Flat	66310
2005	21" Flat	61456
2005	25" Flat	1696
2006	21" Flat	29952
2006	25" Flat	5280
2007	21" Flat	27616
2007	25" Pure Flat	1000
2007	25" Flat	4640
2007	29"	1022

Irico Display CRT Sales to Shenzhen Techtap Industrial Co., Ltd.		
Year	Type	Quantity
2005	21" Flat	432
2005	25" Flat	608
2005	29"	96
2006	25" Flat	5280
2007	21" Flat	2682
2007	25" Flat	15256
2007	29"	2134

Irico Display CRT Sales to Hangzhou Huashan Electric Co., Ltd.		
Year	Type	Quantity
2007	25" Flat	1200

EXHIBIT 2

EXHIBIT 21
UNREDACTED VERSION OF
DOCUMENT SOUGHT TO BE SEALED



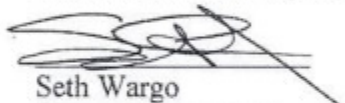
STATE of NEW YORK)
)
COUNTY of NEW YORK)

ss:


CERTIFICATE OF ACCURACY

This is to certify that the attached document, "IRI-CRT-00003498 – IRI-CRT-0003499", originally written in *Chinese*, is to the best of our knowledge and belief, a true, accurate and complete translation into *English*.

Dated: December 17, 2018


Seth Wargo
Consortra Translations

Sworn to and signed before ME this
17th day of December,
2018.


Notary Public

JAMES G MAMERA
Notary Public - State of New York
No. 01MA6157195
Qualified in New York County
My Commission Expires Dec. 4, 2022

D ☐ P ☐ Exhibit 8393
Deponent ZHANG
Date 3/4/19 Rptr AS

Your
legal
translation
partner 

SHAANXI PROVINCE PEOPLE'S GOVERNMENT

SZH [1995]. No.131

Reply on Approving the Application for Establishing IRICO (USA) Inc. in the United States

To Provincial Foreign Trade and Economic Cooperation Department:

This is to acknowledge that TSWJMFZ (1995) No.200 Document from you has been received.

In order to expand our provinces exports of electronic and mechanic products to North America and deepen trade, investments and cooperation between China and the US, the Provincial People's Government, upon review, hereby approves that China National Electronics Imp & Exp Caihong Co. to establish IRICO (USA) Inc. in the US, with total investment of 600,000 US dollars and scope of business as follows: exports of color display tubes, color TV sets and other home appliance products and related technologies; undertake production activities in partnership with foreign investors; travel services and other trade activities; consulting, networking and aftersales services. It is hoped that your department coordinate with China National Electronics Imp & Exp Caihong Co. to select and send talented personnel with both skills and good ethics to the US to carry out related work.

In Response.

[No body text on this page]

SHAANXI PEOPLE'S GOVERNMENT
24 August 1995

Reply to application for establishing a foreign trade enterprise in a foreign country

XXXX Industrial Bureau, IRICO Group Corporation

XXXX Office

Printed and Distributed on 25 August 1995

No. of Printouts: 15

陕西省人民政府

陕政函[1995]131号

关于同意在美国设立美国彩虹公司的批复

省外经贸厅：

你厅陕外经贸发字(1995)200号文件收悉。

为了扩大我省机电产品对北美洲的出口发展中美间的贸易、投资与合作，经省人民政府研究，同意中国电子进出口彩虹公司在美国设立“美国彩虹公司”，总投资60万美元，经营范围是：彩色显像管、彩色电视机和其它家电产品及相关技术的出口；承办与外方合资经营、合作生产业务；开展旅游服务和其它贸易活动；咨询联络及售后服务。望你厅协同中电彩虹公司，选拔德才兼备的人员赴美工作。

此复。



由 扫描全能王 扫描创建

[此页无正文]



一九九五年八月二十四日

外贸、驻外企业、批复

工业局，彩虹集团。

办公厅 1995年8月25日印发

共印15份



由 扫描全能王 扫描创建

EXHIBIT 3



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CERTIFIED TRANSLATION

Documents Translated For:

Name: David Y. Hwu	Street Address: 706 Sansome Street
Firm: Saveri & Saveri, Inc.	City/State/Zip: San Francisco / CA / 94111

Description of Document(s):

IRI-CRT-00003546E (Selected Records)

Source Language: SIMPLIFIED CHINESE	Target Language: ENGLISH
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WITH REFERENCE TO THE ABOVE MENTIONED MATERIALS/DOCUMENTS, we at Language Fish LLC (doing business as www.certifiedtranslate.com), a professional document translation company, attest that the language translation completed by Language Fish's certified professional translators, represents, to the best of our judgment, an accurate and correct interpretation of the terminology/content of the source document(s). **This is to certify the correctness of the translation only.** We do not guarantee that the original is a genuine document or that the statements contained in the original document(s) are true.

IN WITNESS WHEREOF, Language Fish LLC has caused the Certificate to be signed by its duly authorized officer(s).

By: **Sean Kirschenstein, Director**

Date: **February 22, 2019**

A copy of the translated version(s) is attached to this statement of certification.

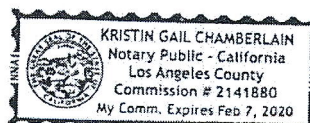
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On Feb 22, 2019 before me, Kristin Gail Chamberlain, Notary Public, appeared Sean Kirschenstein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristin Gail Chamberlain



D ☐ P ☐ Exhibit 8413
Deponent Wang
Date 3/6/19 Rptr AW

Year and Month	Party	Product Name	Quantity	Amount in USD	RECORD# (Column added to note row # in original DBF)
01/99	IRICO USA	14" CPT	10080	272160	3
04/99	IRICO USA	14" CPT	2016	56448	39
11/99	G.P.X. Inc.	14" TV	1050	22050	229
11/99	G.P.X. Inc.	14" TV	1050	22050	231
11/99	G.P.X. Inc.	14" TV	450	9675	232
11/99	G.P.X. Inc.	14" TV	450	9450	233
11/99	G.P.X. Inc.	14" TV	1130	22600	234
11/99	G.P.X. Inc.	14" TV	1130	22600	235
11/99	G.P.X. Inc.	14" TV	1000	21000	236
11/99	G.P.X. Inc.	14" TV	1190	31535	237
12/99	G.P.X. Inc.	14" TV	1050	22050	238
12/99	G.P.X. Inc.	14" TV	1050	22050	239
12/99	G.P.X. Inc.	14" TV	950	21425	240
12/99	G.P.X. Inc.	14" TV	1190	24990	241
12/99	G.P.X. Inc.	14" TV	1000	21000	242
12/99	G.P.X. Inc.	14" TV	1050	22050	243
12/99	G.P.X. Inc.	14" TV	1050	22050	244
01/98	IRICO USA	14" CPT	0	-18900	280
01/98	IRICO USA	14" CPT	5040	178920	282
02/98	IRICO USA	14" CPT	20160	691488	298
06/98	IRICO USA	14" CPT	10080	302400	350
06/98	IRICO USA	14" CPT	2016	64512	353
02/98	IRICO USA	21" CPT	5280	322080	458
05/98	GLBAL	Convergence Cup	3000	4750	487
07/98	IRICO USA	TV kits	20200	791840	489
11/98	IRICO USA	TV kits	10100	373700	491
11/98	GLBAL	Electron gun	500	3750	493
04/97	IRICO USA	14" CPT	2016	80640	549
04/97	IRICO USA	14" CPT	2016	80640	551
07/97	IRICO USA	14" CPT	2016	80640	600
09/97	IRICO USA	14" CPT	3024	117936	642
07/97	IRICO USA	21" CPT	3200	219200	692
07/96	IRICO USA	14" CPT	5040	224280	879
07/96	IRICO USA	14" CPT	10080	448560	880
07/96	IRICO USA	14" CPT	7560	336420	881
07/96	IRICO USA	14" CPT	5040	224280	882
07/96	IRICO USA	14" CPT	12096	565488	883
07/96	IRICO USA	14" CPT	10080	448560	884
07/96	IRICO USA	14" CPT	10080	471240	890
07/96	IRICO USA	14" CPT	15120	672840	891
07/96	IRICO USA	14" CPT	13608	605556	892
12/96	IRICO USA	14" CPT	2016	90720	995

Document Produced in Native Format

	A	B	C	D	E	F
1	年月	单位	产品名称	数量	美元金额	RECORD# (Column added to note row # in original DBF)
2	01/99	美彩	14"CPT	10080	272160	3
3	04/99	美彩	14"CPT	2016	56448	39
4	11/99	G.P.X.INC	14"TV	1050	22050	229
5	11/99	G.P.X.INC	14"TV	1050	22050	231
6	11/99	G.P.X.INC	14"TV	450	9675	232
7	11/99	G.P.X.INC	14"TV	450	9450	233
8	11/99	G.P.X.INC	14"TV	1130	22600	234
9	11/99	G.P.X.INC	14"TV	1130	22600	235
10	11/99	G.P.X.INC	14"TV	1000	21000	236
11	11/99	G.P.X.INC	14"TV	1190	31535	237
12	12/99	G.P.X.INC	14"TV	1050	22050	238
13	12/99	G.P.X.INC	14"TV	1050	22050	239
14	12/99	G.P.X.INC	14"TV	950	21425	240
15	12/99	G.P.X.INC	14"TV	1190	24990	241
16	12/99	G.P.X.INC	14"TV	1000	21000	242
17	12/99	G.P.X.INC	14"TV	1050	22050	243
18	12/99	G.P.X.INC	14"TV	1050	22050	244
19	01/98	美彩	14"CPT	0	-18900	280
20	01/98	美彩	14"CPT	5040	178920	282
21	02/98	美彩	14"CPT	20160	691488	298
22	06/98	美彩	14"CPT	10080	302400	350
23	06/98	美彩	14"CPT	2016	64512	353
24	02/98	美彩	21"CPT	5280	322080	458
25	05/98	GLBAL	汇聚杯	3000	4750	487
26	07/98	美彩	TV散件	20200	791840	489
27	11/98	美彩	TV散件	10100	373700	491
28	11/98	GLBAL	电子枪	500	3750	493
29	04/97	美彩	14"CPT	2016	80640	549
30	04/97	美彩	14"CPT	2016	80640	551
31	07/97	美彩	14"CPT	2016	80640	600
32	09/97	美彩	14"CPT	3024	117936	642
33	07/97	美彩	21"CPT	3200	219200	692
34	07/96	美彩	14"CPT	5040	224280	879
35	07/96	美彩	14"CPT	10080	448560	880
36	07/96	美彩	14"CPT	7560	336420	881
37	07/96	美彩	14"CPT	5040	224280	882
38	07/96	美彩	14"CPT	12096	565488	883
39	07/96	美彩	14"CPT	10080	448560	884
40	07/96	美彩	14"CPT	10080	471240	890
41	07/96	美彩	14"CPT	15120	672840	891
42	07/96	美彩	14"CPT	13608	605556	892
43	12/96	美彩	14"CPT	2016	90720	995

EXHIBIT 4

EXHIBIT 12
UNREDACTED VERSION OF
DOCUMENT SOUGHT TO BE SEALED



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CERTIFIED TRANSLATION

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ATA Member Number: 248719

Documents Translated For:

Name: David Y. Hwu	Street Address: 706 Sansome Street
Firm: Saveri & Saveri, Inc.	City/State/Zip: San Francisco / CA / 94111

Description of Document(s):

IRI-CRT-00003578E

Source Language: SIMPLIFIED CHINESE	Target Language: ENGLISH
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WITH REFERENCE TO THE ABOVE MENTIONED MATERIALS/DOCUMENTS, we at Language Fish LLC (doing business as www.certifiedtranslate.com), a professional document translation company, attest that the language translation completed by Language Fish's certified professional translators, represents, to the best of our judgment, an accurate and correct interpretation of the terminology/content of the source document(s). This is to certify the correctness of the translation only. We do not guarantee that the original is a genuine document or that the statements contained in the original document(s) are true.

IN WITNESS WHEREOF, Language Fish LLC has caused the Certificate to be signed by its duly authorized officer(s).

By: **Sean Kirschenstein, Director**

Date: **February 21, 2019**

A copy of the translated version(s) is attached to this statement of certification.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On Feb. 21, 2019 before me, Kristin Gail Chamberlain, Notary Public, appeared Sean Kirschenstein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristin Chamberlain



D ☐ P ☐ Exhibit 8408
Deponent Wang
Date 3/6/19 Rptr SW

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China National Electronics Import and Export Caihong Co.

Certificate of Account Transfer for Exported Goods

Card No. _____

April 30, 1999

Transfer No. 9

Overseas Customer	Hisense (Irico USA)		Product Name and Model	Quantity	Unit Price	Total Price																																																																																										
Clerk	Wu Lihong		54SX503Y22-DC01 21" CRT	2400	USD 52	USD 124,800																																																																																										
Purchase Receipt No.	9TS063 VAT receipt 00027912																																																																																															
Debits			Credits																																																																																													
General	Subsidiary	General	Subsidiary	Summary																																																																																												
123 Foreign Exchange Accounts Receivable	004	504 Self-Managed Export Sales Revenue	021	2400 21" CPTs to Irico USA (9TS063)																																																																																												
Total		One million thirty-three thousand three hundred and forty-four yuan and zero cents		<table border="1"> <tr> <td>Ten Millions</td> <td>In ¥</td> <td>1</td> <td>0</td> <td>3</td> <td>3</td> <td>3</td> <td>4</td> <td>4</td> <td>00</td> </tr> <tr> <td>Millions</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Hundred Thousands</td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ten Thousands</td> <td></td> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Thousands</td> <td></td> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Hundreds</td> <td></td> <td>8</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Tens</td> <td></td> <td>0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ones</td> <td></td> <td>0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Cents</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>00</td> </tr> </table>			Ten Millions	In ¥	1	0	3	3	3	4	4	00	Millions										Hundred Thousands		1								Ten Thousands		2								Thousands		4								Hundreds		8								Tens		0								Ones		0								Cents									00
Ten Millions	In ¥	1	0	3	3	3	4	4	00																																																																																							
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Tens		0																																																																																														
Ones		0																																																																																														
Cents									00																																																																																							

1 Attachment

Supervisor _____

Recorded by _____

Verified by [illegible]

Form completed by Guo Xiangyun

CONFIDENTIAL

IRI-CRT-00003578E_Translation

由扫描全能王扫描创建



中国电子进出口彩虹公司

出口货物转帐凭证

转 9 号

99 年 30 日

卡片编号

国外客户	海信(美国采购)		货物名称及规格型号	数量	单价	总价
业务员	武莉红		545X103X22-DCP/ 21"CR7	2400只	USD 52.-	USD 124800.-
收购发票号	9TS063		增值税率 60027912			

借 方		贷 方		摘 要	金 额									
一级科目	明细科目	一级科目	明细科目		千	百	十	万	千	百	十	元	角	分
123应收外汇款	004	504自营出口货款	021	发美国彩虹 21"彩管 2400只 (9TS063)	1	2	4	8	0	0	0	0		
					1	0	3	3	0	4	0	0		
合 计														

壹佰零叁万叁仟叁佰肆拾肆元正

主管

记帐

审核

制表

张 张

CONFIDENTIAL

IRI-CRT-00003578

中国电子进出口彩虹公司

CEIECCHINA NATIONAL ELECTRONICS IMP&EXP
CAIHONG COMPANY**INVOICE**NO.1 CAIHONG ROAD
XIANYANG SHANXI
P.R.CHINA
Cable:1752 XIANYANG
Fax:035103313100
Tel:035103313266
Postcode:712025**MESSRS.**IRICO (USA)INC
39558 MISSION BLVD
FREMONT, CA94539
TEL:(501)494-5828 FAX:(501)494-5829

Invoice No.	Name Of Vessel	Loading Port	Discharging Port	On or About
9TS063		XIANYANG, CHINA	QINGDAO, CHINA	APR. 13, 1999
Date	B/L No.	L/C No.	Contract No.	Licence No.
APR. 16, 1999		T/T	95EMUSCHCT01029	

Marks & Nos	Description & Quantity	Unit Price	Amount
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FOB QINGDAO, CHINA

N/M

IRICO PICTURE TUBE
21" CPT
MODEL NO.54SX503Y22-DC01
QTY:2400PCS
CPT ZIBO CHINA
COUNTRY OF ORIGIN AND MANUFACTURE:IRICO,CHINA

USD52.00

USD124,800.00

(SAY, UNITED STATES DOLLARS ONE HUNDRED AND TWENTY FOUR THOUSAND
EIGHT HUNDRED ONLY.)

CHINA NATIONAL ELECTRONICS IMP&EXP
CAIHONG COMPANY

E. & O.E.

MANAGER



由 扫描全能王 扫描创建

EXHIBIT 5



certifiedtranslate
A LANGUAGE FISH LLC COMPANY

info@certifiedtranslate.com
www.certifiedtranslate.com

2425 Olympic Blvd., Suite 4000W
Santa Monica, CA 90404

usa 1-888-856-2228
int +1-310-684-3153
fax +1-310-564-1944

ata

A member of the American
Translators Association
ATA Member Number: 248719

CERTIFIED TRANSLATION

Documents Translated For:

Name: David Y. Hwu	Street Address: 706 Sansome Street
Firm: Saveri & Saveri, Inc.	City/State/Zip: San Francisco / CA / 94111

Description of Document(s):

IRI-CRT-00003576E

Source Language: SIMPLIFIED CHINESE	Target Language: ENGLISH
--	---------------------------------

WITH REFERENCE TO THE ABOVE MENTIONED MATERIALS/DOCUMENTS, we at Language Fish LLC (doing business as www.certifiedtranslate.com), a professional document translation company, attest that the language translation completed by Language Fish's certified professional translators, represents, to the best of our judgment, an accurate and correct interpretation of the terminology/content of the source document(s). **This is to certify the correctness of the translation only.** We do not guarantee that the original is a genuine document or that the statements contained in the original document(s) are true.

IN WITNESS WHEREOF, Language Fish LLC has caused the Certificate to be signed by its duly authorized officer(s).

By: **Sean Kirschenstein, Director**

Date: **February 21, 2019**

A copy of the translated version(s) is attached to this statement of certification.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On Feb. 21, 2019 before me, Kristin Gail Chamberlain, Notary Public, appeared Sean Kirschenstein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristin Chamberlain



D ☐ P ☐ Exhibit 8407
Deponent Wang
Date 3/6/19 Rptr BW

Scanned and created by CamScanner [QR Code]

China National Electronics Import and Export Caihong Co.

Certificate of Account Transfer for Exported GoodsCard No. **2TW446**

July 22, 2002

Transfer No. **61**

Overseas Customer			Diamond			Product Name and Model			Quantity	Unit Price		Total Price					
Clerk			Wen Haiyang			37 cm CPT			2016	USD 24.00		USD 48,384					
Purchase Receipt No.			00126257														
Debits			Credits			Summary			Amount								
General	Subsidiary	✓	General	Subsidiary	✓				Ten Millions	Millions	Hundred Thousands	Ten Thousands	Thousands	Hundreds	Tens	Ones	Cents
123 Foreign Exchange Accounts Receivable	006		504 Self-Managed Export Sales Revenue	014		Revenue from 2016 14” CPTs to Diamond 2TW446					\$	4	8	3	8	4	00
										In ¥	4	0	0	6	1	9	52
Total						Four hundred thousand six hundred and nineteen yuan and fifty-two cents											

1 Attachment

1 Attachment

Supervisor _____

Recorded by _____

Verified by Dong CongfengForm completed by Yang Taigang

CONFIDENTIAL

IRI-CRT-00003576E_Translation



中国电子进出口彩虹公司

出口货物转帐凭证

2002 年 7 月 2 日

转 61 号

借方		贷方		摘 要	金 额			
明细科目	✓	一级科目	明细科目		千	百	十	元角分
006	✓	504自营出口销售收入	014	转发Diamond 14" CRT 2016只收入				4838400
				2TW446				40061952
合 计		肆拾万零陆佰壹拾玖元玖角五分						

记帐

审核

董晓峰

制表

杨秀刚

中国电子进出口彩虹公司

出口货物转帐凭证

2002 年 月 日

转 61 号

客户	Diamond	货物名称及规格型号	数量	单价	总价
业务员	文海洋	37cm 彩电	2016 只	US\$224.00	US\$450619.52
单号	00121007				
借方	贷方		摘要		金额
明细科目	一级科目	明细科目			百 十 万 千 百 十 元 角 分
006	504 自营出口销售收入	014	转出 Diamond 14" CRT 2016 只收入		483840.00
			2TW446		400619.52
合计	天津拾万零陆佰壹拾玖元伍角五分				

记帐

审核

董晓华

制表

杨秀明

由 扫描全能王 扫描创建



CEIEC

CHINA NATIONAL

CHINA NATIONAL ELECTRONICS IMP&EXP
CAIHONG COMPANY**INVOICE**XIANYANG SHIYANG
Cable: 1752 XIANYANG
Fax: (0910) 3313101
Tel: (0910) 2313856
Postcode: 712021**MESSRS.**DIAMOND ELECTRONICS
2297 NIELS BOHR SUITE #118
OTAY MESA, SAN DIEGO, CA 9154
619-661-9363 619-661-9389 FAX

Invoice No.	Name Of Vessel	Loading Port	Discharging Port	On or About
2TW446	BY SEA	TIANJIN CHINA	LONG BEACH CA USA	JLY.20,2002
Date	B/L No.	L/C No.	Contract No.	Licence No.
JLY.5,2002			02EMUSCHCT01069	

Marks & Nos	Description & Quantity	Unit Price	Amount
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FOB TIANJIN CHINA

2016 PCS.-14"CRT MODEL 37SX110Y22-DC11
UNIT PRICE: \$24.00USD

USD24.00

USD48,384.00

(SAY, UNITED STATES DOLLARS FORTY EIGHT THOUSAND THREE HUNDRED AND
EIGHTY FOUR ONLY.)CHINA NATIONAL ELECTRONICS IMP&EXP
CAIHONG COMPANY

E. & O.E.

MANAGER



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EXHIBIT 6



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Santa Monica, CA 90404

usa 1-888-856-2228
int +1-310-684-3153
fax +1-310-564-1944



A member of the American
Translators Association
ATA Member Number: 248719

CERTIFIED TRANSLATION

Documents Translated For:

Name: David Y. Hwu	Street Address: 706 Sansome Street
Firm: Saveri & Saveri, Inc.	City/State/Zip: San Francisco / CA / 94111

Description of Document(s):

IRI-CRT-00003574E

Source Language: SIMPLIFIED CHINESE	Target Language: ENGLISH
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IN WITNESS WHEREOF, Language Fish LLC has caused the Certificate to be signed by its duly authorized officer(s).

By: **Sean Kirschenstein, Director**

Date: **February 27, 2019**

A copy of the translated version(s) is attached to this statement of certification.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

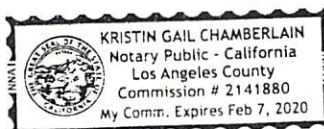
State of California
County of Los Angeles

On Feb. 27, 2019 before me, Kristin Gail Chamberlain, Notary Public, appeared Sean Kirschenstein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kristin Chui



凭证编号

69



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附件 壹 张

IRI-CRT-00003574

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中国电子进出口彩虹公司
CEIEC CHINA NATIONAL ELECTRONICS IMP&EXP
 CAIHONG COMPANY
INVOICE
 MESSRS. WESTRY
 P.O. BOX NO. 3, XIANYANG
 SHANXI P.R. CHINA
 Tel: 35170 KYEC CN
 Cable: 1782 XIANYANG
 Fax: (86) 35131301
 Tel: (86) 35131356
 Postcode: 712021

Invoice No.	Name of Vessel	Leading Port	Discharging Port	On or About
STYDIT	ST AIR	MAN	U.S.A.	
Date	B/L No.	L/C No.	Contract No.	Licence No.
JAN. 1, 1998			95SEMSCHCT02011	

Marks & Nos	Description & Quantity	Unit Price	Amount
-------------	------------------------	------------	--------

N/A	14" MONITOR	USD106.00	USD318.00
	15" MONITOR	USD138.00	USD408.00
	17" MONITOR	USD241.00	USD964.00

(SAY UNITED STATES DOLLARS ONE THOUSAND SIX HUNDRED AND NINETY ONE
 1.)

CHINA NATIONAL ELECTRONICS IMP&EXP
 CAIHONG COMPANY
 F. & O.E.
 MANAGER



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